

Farmland or Triumph shall have no obligation to deliver Triumph genetics or to cause Triumph genetics to be delivered to any facility not in compliance with applicable laws and regulations.

12. **Indemnification.** Participant shall DEFEND, INDEMNIFY, AND SAVE HARMLESS Farmland and Triumph, and their officers, directors, agents and employees, from and against any and all claims, demands, damages, losses, liabilities, causes of action, judgments, fines, assessments (including penalties and interest), costs and expenses of any kind or nature, including reasonable attorneys' fees, expenses of litigation, and court costs (collectively, the "Losses"), without regard to amount, for damages to, or loss of, any property, or injury to, or death of, any person or persons, including without limitation persons employed or engaged by either party, to the extent such Losses are, directly or indirectly caused by, connected with, or arising out of any intentional or unintentional action or omission of Participant, or its officers, directors, agents or employees, to the extent permitted by law.

13. **Alternative Dispute Resolution.** In the event of any controversy arising out of or relating to this Agreement, or any breach thereof (excluding collection matters, which Farmland may pursue in court), the parties agree to submit the dispute for resolution by Mini-Trial, unless both parties agree that such procedure is inappropriate for the matter in controversy. Such Mini-Trial shall be conducted in accordance with the Center for Public Resources (CPR) Mini-Trial for Business Disputes and may be initiated by either party by a written request to the other party. In the event the parties are unable to resolve the controversy through the Mini-Trial, the dispute shall be submitted to binding arbitration in accordance with the rules of Missouri law. Such arbitration shall be initiated by either party by notifying the other party in writing and requesting a panel of five (5) arbitrators from the American Arbitration Association. Alternate strikes shall be made to the panel commencing with the party requesting the arbitration until one name remains. Such individual shall be the arbitrator for the controversy. The party requesting the arbitration shall notify the arbitrator who shall hold a hearing(s) within 60 days of the notice. The arbitrator shall render a decision within 20 days after the conclusion of the

hearing(s). Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. All fees for such arbitration will be divided equally between the parties except that each party shall pay its own attorney's fees and costs associated with producing documents and other information. If Participant asserts any claim and has failed to pay Farmland for any ABP Participation Fee or owes any payment to Farmland, Participant shall be obligated to pay to Farmland all amounts owed, with no right of setoff, as a condition of invoking this Alternative Dispute Resolution procedure.

14. **Notices.** Any notice required by this Agreement shall be in writing, and shall be deemed to be properly served three days after the date deposited in the U.S. Post Office if sent by certified, registered or regular mail, and properly addressed to the party at its respective address as set forth in this Agreement, unless changed by notice. Any notice under this Agreement by a method other than through the U.S. Postal Service shall be in writing and shall be effective only upon actual receipt of such notice. All notices to Farmland must be copied to Farmland's legal department, at the address of Farmland as set forth in this Agreement, unless changed by notice.

15. **Independent Contractor.** This Agreement does not constitute Participant as an agent, legal representative, joint venturer, partner, employee, or servant of Farmland for any purpose whatsoever. Participant is an independent contractor and is in no way authorized to make any contract, agreement, warranty or representation on behalf of Farmland, or to create any obligation, express or implied, on behalf of Farmland. Participant shall hold itself out to the public to be an independent contractor operating pursuant to a license from Farmland.

16. **Assignment.** This Agreement may not be assigned or transferred by Participant, directly or indirectly, without the advance written consent of Farmland, which consent shall not be unreasonably withheld. Any change of control of Participant, whether by operation of law or otherwise, shall be deemed an assignment or transfer. Assignments or transfers not consented to by Farmland shall be void.

17. **Choice of Law and Time of Action.** This Agreement, and all rights, obligations, and duties